

EXHIBIT 2

WILMER CUTLER PICKERING HALE AND DORR LLP

CONFIDENTIALITY AGREEMENT

I, Andrew Delaney, do hereby affirm that I understand the high standards of confidentiality, trustworthiness and integrity required of me with regard to materials and information to which I am exposed in connection with my employment or other engagement at Wilmer Cutler Pickering Hale and Dorr LLP ("WilmerHale" or "the Firm").

I agree that all information and know-how, whether or not in writing, of a private, secret or confidential nature concerning the Firm's business or financial affairs (collectively, "**Confidential Information**") is and shall be the exclusive property of the Firm. By way of illustration, but not limitation, Confidential Information may include documents, data, drawings, plans, studies, report analyses, proposals, or other information, including information to which I have access through WilmerHale's information technology. I agree not to disclose any Confidential Information other than to employees or partners of the Firm or use the same for any purposes (other than in the performance of my duties or services for the Firm) without written approval by the Firm, unless and until such Confidential Information has become public knowledge without fault or negligence by me. I agree to use my best efforts to prevent unauthorized publication or disclosure of any of the Firm's Confidential Information.

I agree that all files, documents, letters, memoranda, reports, records, data, or other written, photographic, electronic or other tangible or intangible material containing Confidential Information, whether created by me or others, which come into my custody or possession or to which I otherwise have access, shall be and are the exclusive property of the Firm to be used by me only in the performance of my duties or services for the Firm and shall not be copied or removed from Firm premises except in the pursuit of the business of the Firm or as approved in advance by a member of the Firm's Office of General Counsel (the "OGC") and, if and as directed by the OGC, the supervising partner and/or client for the particular matter. All such materials or copies thereof and all tangible property of the Firm in my custody or possession shall be delivered to the Firm, upon the earlier of (i) a request by the Firm or (ii) termination of my employment or other engagement with the Firm for any reason. I shall not retain any such materials or copies thereof or any such tangible property, except as approved in advance by a member of the OGC or a Managing Partner of the Firm.

I further agree that my obligations not to disclose or to use information and materials of the types set forth above and to return materials and tangible property, as set forth above, also extend to such types of information, materials and tangible property of clients of the Firm or other third parties who may have disclosed or entrusted the same to the Firm or me as part of the Firm's representation of such clients or otherwise in the course of the Firm's business. I also agree to comply with any additional non-disclosure and property policies and guidelines that a Firm client may require as part of the Firm's engagement with the client, and I understand that it is my obligation to learn such restrictions and/or policies prior to undertaking any work on behalf of a Firm client.

I will immediately inform a member of the OGC or the Firm's New Business / Conflicts department if I am asked to work on, or learn about, any matter about which I have knowledge from any other employment or engagement.

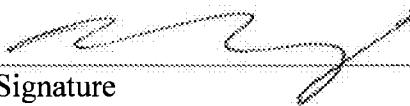
I understand that nothing in this Agreement prohibits me from communicating with government agencies about possible violations of federal, state, or local laws or otherwise providing information to government agencies, filing a complaint with government agencies, or participating in government agency investigations or proceedings. I am not required to notify the Firm of any such communications; provided, however, that nothing herein authorizes the disclosure of information that I obtained through a communication that was subject to the attorney-client privilege or work-product protections. Further, notwithstanding my confidentiality and nondisclosure obligations, I understand that the Firm hereby advises me as follows pursuant to the Defend Trade Secrets Act: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

I affirm that I understand that provisions in this Agreement are fully applicable during my employment or engagement with WilmerHale and continue to apply after my employment or engagement with WilmerHale has ended. I also understand that I may be subject to discipline, up to and including termination of my employment or engagement with WilmerHale, for a violation of this Agreement.

FOR ATTORNEYS ONLY:

I understand and agree that, as an attorney, I am also bound by the rules of professional conduct for the jurisdiction(s) where I am admitted to practice law. To the extent that there is a conflict between this Agreement and any applicable rules of professional conduct, I agree to act in accordance with the applicable rules of professional conduct. If I have any questions regarding my ethical obligations under this policy or the applicable rules of professional conduct, I understand that it is my obligation to contact a member of the Firm's Office of General Counsel.

04/30/2019
Date


Signature

WILMER CUTLER PICKERING HALE AND DORR LLP
TEMPORARY SERVICES AGREEMENT

I understand that I have been assigned to the law firm of Wilmer Cutler Pickering Hale and Dorr LLP to provide temporary services for such time as required by the Firm. I understand that this status does not entitle me to any special consideration for regular full-time employment. I further understand that the need for my temporary services may be terminated by Wilmer Cutler Pickering Hale and Dorr LLP at any time and at will for any reason, without resort to disciplinary or other procedures normally followed for employees. I also understand that I am not eligible to participate in any employee benefit programs except those required by law.

Signature: 

Printed Name: Andrew Delaney

Date: 09/30/2019

Agency Name: Hire Course!

WCPHD Department Assignment (check one):

<input type="checkbox"/> Accounting	<input checked="" type="checkbox"/> Legal/Project Asst.	<input type="checkbox"/> Office Facilities/Services
<input type="checkbox"/> Client & Practice Services	<input checked="" type="checkbox"/> Legal Personnel	<input type="checkbox"/> Secretarial Resources
<input type="checkbox"/> Document Processing	<input type="checkbox"/> Library	<input type="checkbox"/> Technology Group
<input type="checkbox"/> Human Resources	<input type="checkbox"/> Records Management	<input type="checkbox"/> Other: _____

Appendix A

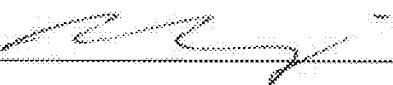
Combined New Hire/Service Provider Acknowledgement and Annual Compliance Certification Form

I hereby certify that:

1. I have read and understand the Firm's current Policies and Procedures regarding Securities Trading and Client Confidences, dated October 2018. I understand that members of the firm Securities Committee are available to help if I have questions about these policies and procedures.
2. I understand that these policies and procedures apply both to me and my Household Members (as defined therein), if any, and have advised my Household Members of the requirements and other provisions of these policies and procedures.
3. Since April 25, 2017 (or such shorter period of time that I have been employed by or otherwise associated with the firm), I have complied, and to the best of my knowledge, my Household Members (if any) have complied, with the foregoing policies and procedures or predecessor policies and procedures then in effect.
4. I and my Household Members will continue to comply with these policies and procedures.

Date: 09/30/2019

Printed Name: Andrew DeLaney

Signature: 

PLEASE RETURN YOUR SIGNED AND DATED COPY TO HUMAN RESOURCES IN THE DAYTON OFFICE